



South Indian River Water Control District (SIRWCD) Invitation to Bid (ITB)

ITB No. 2025-01: Removal and Sale of Spoil Material from Canal C Project

Submission Deadline:

Thursday, June 5, at 12:00 p.m. EST

Refer all inquiries and bids to:

Chad Kennedy
15600 Jupiter Farms Road
Jupiter, Florida 33478
ckennedy@sirwcd.org

Section 1.0 – Instructions to Bidders

1.1 Overview

The South Indian River Water Control District (“SIRWCD” or “District”) invites sealed bids from qualified parties for the removal and purchase of approximately 8,000 cubic yards of spoil material from the District Canal C Project. The District desires to remove the spoil pile estimated to be approximately 60 feet tall and located in close proximity to residential properties.

1.2 Invitation to Bid

Sealed bids must be hand-delivered to the District Office at 15600 Jupiter Farms Road, Jupiter, Florida 33478 no later than 12:00 p.m. (noon) local time on **Thursday, June 5, 2025**. Bids will be publicly opened and read aloud at **1:00 p.m. on June 5, 2025** at the same location. Late bids will not be accepted or considered.

The bid will be awarded to the highest responsive and responsible bidder. Full payment of the bid amount by the successful bidder must be received by the District no later than 12:00 p.m. (noon) on **Thursday, June 12, 2025**. If payment is not received by this deadline, the District reserves the right to award the project to the next highest responsive bidder meeting or exceeding the reserve amount.

Bidders are encouraged to visit the site prior to submitting a bid. Access to the site may be coordinated by contacting Chad Kennedy via e-mail at ckennedy@sirwcd.org.

1.3 Reserve Amount

A minimum bid amount (reserve) of \$100,000 has been established. The District will not accept any bids below this amount.

1.4 Scope of Work

A. The successful bidder will be responsible for the removal and use or lawful disposal of all spoil material from the designated site down to the original ground elevation, as indicated by the underlying grass or vegetative layer buried beneath the spoil. Materials shall be removed from the site on or before **5:00 p.m. on Thursday, July 31, 2025**. The spoil pile is located immediately adjacent to the east end of Canal C, as shown on Exhibit A. The bidder will not place any materials within the site.

B. The successful bidder shall provide the equipment, labor, supervision, and incidentals necessary to remove the materials and all work must be performed in accordance with applicable environmental and safety regulations.

C. The successful bidder shall not deposit, store, stockpile, or otherwise place any materials, equipment, or debris on the site, other than as necessary for the lawful removal of the spoil material and as expressly authorized by the District. Any unauthorized placement of materials may result in removal at the bidder’s sole expense.

D. All material must be completely removed from the site on or before July 31, 2025, by 5:00 p.m., without exception. The successful bidder shall have no right of access to the site after the removal deadline, and any spoil material remaining on-site after such deadline shall be deemed abandoned. The bidder shall forfeit any claim of ownership or interest in the remaining material, and the District may remove, dispose of, or otherwise manage the material at its sole discretion and at the bidder’s expense, without further notice or obligation.

E. The successful bidder shall implement and maintain best management practices (BMPs) in accordance with the District’s National Pollutant Discharge Elimination System (NPDES) permit

requirements to prevent the discharge, migration, or erosion of spoil material in a manner that may negatively impact drainage systems or degrade water quality. The District reserves the right to assess a fee of not less than One Hundred Dollars (\$100.00) per day for each day that any water quality or erosion issue remains unresolved following written notice to the successful bidder. Such assessment shall be in addition to, and not in lieu of, any other remedies available to the District.

F. The successful bidder will be required to execute a release and hold harmless agreement, attached as Exhibit C, under which the bidder shall assume full responsibility for the spoil material and any and all liability arising from its removal, transport, use, or disposal.

1.5 Reservation of Rights

The District reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bid process. District may cancel the solicitation if no responsive bids meet or exceed the established reserve amount.

1.6 Point of Contact

All inquiries should be submitted, in writing, to the District Executive Director, Chad Kennedy, via e-mail at the following e-mail address ckennedy@sirwcd.org. Verbal inquiries will not be accepted.

A: Work Exhibit Site



imagery ©2025 Airbus, Maxar Technologies Map data ©2025 200 ft

Attachment A
BID FORM
SIRWCD ITB No. 2025-01
Removal and Sale of Spoil Material from Canal C Project

1. Bid Amount. The bid submitted below will include all travel, labor, equipment, and materials required to complete the job to District standards.

Total Bid Amount_\$_____

2. Bid Certification

The Bidder agrees to abide by all conditions of this solicitation and that the Bid is in compliance with all requirements of the Invitation to Bid, including, but not limited to, certification requirements.

The Bidder further declares that it has examined the solicitation documents and all addenda thereto elsewhere; and that it has satisfied itself about the work to be performed and all other required information with the Bid.

The Bidder agrees, if this Bid is accepted, to contract with the District to furnish all necessary labor, materials, equipment, tools, apparatus, and all other items necessary to complete, for the amount Bid and within the time limits specified, the work covered by this Bidder and other ITB Documents for the project entitled: SIRWCD ITB No. 2025-01 Removal and Sale of Spoil Material from Canal C Project.

The person signing this form is authorized to sign this Bid on behalf of the Bidder.

Bidder's Name: _____

Signature: _____ Title: _____

3. Addenda

Provide signature and date for each Addenda received.

1.	2.	3.
4.	5.	6.

Attachment B
STATEMENT OF BUSINESS ORGANIZATION
SIRWCD ITB No. 2025-01 Removal and Sale of Spoil Material from Canal C Project

1. Business Name: _____
2. Mailing Address: _____
3. Remittance Address: _____
4. State of Incorporation: _____
5. Federal Employer I.D. or Social Security No.: _____
6. Telephone: _____ E-mail address.: _____
7. Type of Organization: Corporation ___ Partnership ___ Joint Venture ___ LLC _____

Signature: _____ Title: _____

Attachment C:

RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT
SIRWCD ITB No 2025-01 Canal C Spoil Material Removal Project

This Release, Hold Harmless, and Indemnification Agreement ("Agreement") is entered into this ____ day of _____, 2025, by and between the South Indian River Water Control District, a Florida independent special district ("District"), whose address is 15600 Jupiter Farms Road, Jupiter, Florida 33478 and _____, a Florida corporation (hereafter referred to as "Bidder"), whose address is _____.

WHEREAS, the District has awarded to Bidder the right to remove and purchase approximately 8,000 cubic yards of spoil material located adjacent to the east end of Canal C pursuant to the District's Invitation to Bid No. 2025-01; and

WHEREAS, Bidder desires to access the site, remove the spoil material, and assumes full responsibility for the handling, transport, disposal, and all consequences associated with such material.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Release and Waiver. Bidder hereby voluntarily and knowingly releases, waives, and discharges the District and its officers, agents, employees, board members, and representatives (collectively, "Released Parties") from any and all claims, actions, causes of action, demands, damages, losses, liabilities, costs, and expenses (including attorneys' fees) arising from or related to the removal, handling, transport, use, or disposal of the spoil material, including entry onto District property. This release includes, without limitation, any claims for bodily injury, death, property damage, or environmental liability, whether caused by the negligence of the District or otherwise, to the fullest extent permitted by law.

2. Hold Harmless and Indemnification. Bidder shall defend, indemnify, and hold harmless the District, its officers, agents, employees, board members, and representatives from and against any and all claims, demands, actions, suits, liabilities, judgments, losses, fines, penalties, damages, costs, and expenses (including court costs and reasonable attorneys' fees) arising out of or resulting from a) Bidder's performance or failure to perform under this Agreement; b) Bidder's removal, transport, handling, storage, use, or disposal of the spoil material; c) Any act or omission of Bidder, its employees, agents, subcontractors, or representatives; and d) Any violation of applicable laws, rules, or regulations. This obligation shall survive the completion of the work and expiration or termination of any related agreement.

3. Assumption of Risk

Bidder acknowledges and agrees that it is accepting the spoil material "as is, where is" with no warranties or representations by the District as to the condition, composition, or suitability of the material for any particular purpose. Bidder assumes all risks associated with the material and its removal, transport, and reuse or disposal.

4. No Transfer of Title or Liability

The District makes no representation or warranty as to title to the spoil material or any liability associated with its origin or content. All liability associated with the spoil material shall transfer to Bidder upon execution of this Agreement and payment of the bid amount.

5. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of

ITB No. 2025-01

Florida. Venue for any dispute arising under this Agreement shall lie exclusively in a court of competent jurisdiction in the county in which the District is located.

6. Incorporation by Reference

The documents listed below are a part of this Agreement and are hereby incorporated by reference, as though fully set forth herein. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

1. Terms and conditions as contained in this Agreement.
2. Terms and conditions contained in ITB No. 2025-01
3. Bidder's response to ITB No. 2025-01 and any subsequent information submitted by Bidder during the evaluation and negotiation process.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

SOUTH INDIAN RIVER WATER CONTROL DISTRICT ("DISTRICT")

By: _____

Name: _____

Title: _____

Date: _____

BIDDER

By: _____

Name: _____

Title: _____

Date: _____